

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SCOTTSDALE INSURANCE
COMPANY,

Plaintiff,

v.

GRANT & WEBER, GRANT &
WEBER WASHINGTON, INC.,
SPENCER WEINERMAN, DAVID
WEINERMAN, JIMI BINGHAM,
RON GROSSBLATT and Does 1
through 100, inclusive.

Defendants.

CASE NO. 2:16-CV-00610 MWF (AJW)

Matter Assigned to Honorable Judge
Michael W. Fitzgerald

**~~[PROPOSED]~~ PROTECTIVE ORDER
GOVERNING CONFIDENTIAL
INFORMATION**

Upon joint stipulation of Plaintiff Scottsdale Insurance Company ("Plaintiff") and Defendants David Weinerman, Spencer Weinerman, Jimi Bingham, Ron Grossblatt, Grant & Weber, and Grant & Weber Washington, Inc. ("Defendants"), by and through their respective counsel of record, and **FOR GOOD CAUSE SHOWN, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1 1. INTRODUCTION

2 A. Purposes and Limitations

3 Discovery in this Action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this Action may be
6 warranted. The Parties acknowledge that this Stipulated Protective Order does not
7 confer blanket protections on all disclosures or responses to discovery and that the
8 protection it affords from public or other disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles.

11 B. Good Cause Statement

12 This Action is likely to involve personal private information, trade secrets,
13 and other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure; and
15 from use for any purpose other than prosecution of this Action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, personal private information, confidential business or financial information,
18 information regarding confidential business practices, or other confidential
19 research, development, or commercial information (including information
20 implicating the privacy rights of Non-Parties), information otherwise generally
21 unavailable to the public, or which may be privileged or otherwise protected from
22 disclosure under state or federal statutes, court rules, case decisions, or common
23 law. Accordingly, to expedite the flow of information, to facilitate the prompt
24 resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information Parties and Non-Parties are entitled to keep confidential, to
26 ensure that the Parties and Non-Parties are permitted reasonable necessary uses of
27 such material in preparation for and in the conduct of trial, to address their
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1 handling at the end of the Action, and serve the ends of justice, a protective order
 2 for such information is justified in this matter. It is the intent of the Parties that
 3 information will not be designated as confidential for tactical reasons and that
 4 nothing be so designated without a good faith belief that it has been maintained in
 5 a confidential, non-public manner, and there is good cause why it should not be
 6 part of the public record in this case.

7 C. Acknowledgment of Procedure for Filing Under Seal

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 9 In the event a Party wishes to use any Confidential Material, or any papers
 10 containing or making reference to the contents of such material or information, in
 11 any pleading or document filed with the court in this Litigation, the confidential
 12 portion of such pleading or document and Confidential Material shall be filed
 13 under seal utilizing the procedures set forth in Local Rule 79-5, until such time as
 14 the court orders otherwise or denies permission to file under seal. The sealed
 15 material, information, or papers shall plainly state on the first page of any bound or
 16 stapled document "UNREDACTED VERSION OF DOCUMENT(S) SOUGHT
 17 TO BE SEALED." The restrictions, if any that will govern the use of Confidential
 18 Material at trial or hearings will be determined at a later date by the court, in
 19 consultation with the parties.

20 Any document that is not confidential, privileged, or otherwise protectable
 21 in its entirety will not be filed under seal if the confidential portions can be
 22 redacted. If documents can be redacted, then a redacted version for public viewing,
 23 omitting only the confidential, privileged, or otherwise protectable portions of the
 24 document, shall be filed. Any application that seeks to file documents under seal in
 25 their entirety should include an explanation of why redaction is not feasible.

26 2. DEFINITIONS

27 2.1. Action: This pending federal law suit *Scottsdale Insurance Company*
 28 *v. Grant & Weber, et al.*, United States District Court, Central District of California,

1 Case No. 2:16-CV-00610-MWF-AJW.

2 2.2. Challenging Party: a Party or Non-Party that challenges the
3 designation of information or items under this Order.

4 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
5 how it is generated, stored or maintained) or tangible things that qualify for
6 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
7 the Good Cause Statement.

8 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).

10 2.5. Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as
12 “CONFIDENTIAL.”

13 2.6. Disclosure or Discovery Material: all items or information, regardless
14 of the medium or manner in which it is generated, stored, or maintained (including,
15 among other things, testimony, transcripts, and tangible things), that are produced
16 or generated in disclosures or responses to discovery in this matter.

17 2.7. Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve
19 as an expert witness or as a consultant in this Action.

20 2.8. House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9. Non-Party: any natural person, partnership, corporation, association,
24 or other legal entity not named as a Party to this action.

25 2.10. Outside Counsel of Record: attorneys who are not employees of a
26 Party to this Action but are retained to represent or advise a Party to this Action
27 and have appeared in this Action on behalf of that Party or are affiliated with a law
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1 firm which has appeared on behalf of that Party, and includes support staff. Anne
 2 Singer, formerly attorney of record for Spencer Weinerman, shall be entitled to
 3 access Confidential information under this provision.

4 2.11. Party: any party to this Action, including all of its officers, directors,
 5 employees, consultants, retained experts, and Outside Counsel of Record (and their
 6 support staffs). David Weinerman's current wife Jill Weinerman shall also have
 7 access to Confidential Information under this provision.

8 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
 9 Discovery Material in this Action.

10 2.13. Professional Vendors: persons or entities that provide litigation
 11 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
 12 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 13 and their employees and subcontractors.

14 2.14. Protected Material: any Disclosure or Discovery Material that is
 15 designated as "CONFIDENTIAL."

16 2.15. Receiving Party: a Party that receives Disclosure or Discovery
 17 Material from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
 20 Protected Material (as defined above), but also (1) any information copied or
 21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 22 compilations of Protected Material; and (3) any testimony, conversations, or
 23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the orders of the
 25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations
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1 imposed by this Order shall remain in full force and effect until a Designating
2 Party agrees otherwise in writing or a Court Order otherwise directs. Final
3 disposition shall be deemed to be the later of (1) dismissal of all claims and
4 defenses in this Action, with or without prejudice; and (2) final judgment herein
5 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
6 reviews of this Action, including the time limits for filing any motions or
7 applications for extension of time pursuant to applicable law. To the extent
8 permitted by law, the Court shall retain jurisdiction to enforce, modify, or
9 reconsider this Protective Order, even after this action is terminated.

10 Once a case proceeds to trial, information that was designated as
11 CONFIDENTIAL or maintained pursuant to this protective order used or
12 introduced as an exhibit at trial or attached to a dispositive or non-dispositive
13 motion, not filed under seal, may possibly become public and will be
14 presumptively available to all members of the public, including the press, unless
15 compelling reasons supported by specific factual findings to proceed otherwise are
16 made to the trial judge or magistrate judge. See *Kamakana v. City and County of*
17 *Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir.) (distinguishing “good cause” showing
18 for sealing documents produced in discovery from “compelling reasons” standard
19 when merits-related documents are part of court record).

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1. Exercise of Restraint and Care in Designating Material for Protection.
22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents,
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1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to
6 impose unnecessary expenses and burdens on other parties) may expose the
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection, that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 No party may designate as Confidential any document that has been
12 admitted as an exhibit in any prior state or federal trial or otherwise made public.

13 5.2. Manner and Timing of Designations. Except as otherwise provided in
14 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
15 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
16 under this Order must be clearly so designated before the material is disclosed or
17 produced.

18 Designation in conformity with this Stipulated Protective Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix, at a minimum, the legend
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") to each page that
23 contains Protected Material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the
25 protected portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
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1 which documents it would like copied and produced. During the inspection and
2 before the designation, all of the material made available for inspection shall be
3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
4 documents it wants copied and produced, the Producing Party must determine
5 which documents, or portions thereof, qualify for protection under this Order.
6 Then, before producing the specified documents, the Producing Party must affix
7 the “CONFIDENTIAL” legend to each page that contains Protected Material. If
8 only a portion or portions of the material on a page qualifies for protection, the
9 Producing Party also must clearly identify the protected portion(s) (e.g., by making
10 appropriate markings in the margins).

11 (b) for testimony given in depositions, that the Designating Party identifies
12 the Disclosure or Discovery Material on the record, before the close of the
13 deposition all protected testimony.

14 (c) for information produced in some form other than documentary and for
15 any other tangible items, that the Producing Party affix in a prominent place on
16 the exterior of the container or containers in which the information is stored the
17 “CONFIDENTIAL” legend. If only a portion or portions of the information
18 warrants protection, the Producing Party, to the extent practicable, shall identify
19 the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such
23 material. Upon timely correction of a designation, the Receiving Party must make
24 reasonable efforts to assure that the material is treated in accordance with the
25 provisions of this Order. The inadvertent or unintentional disclosure by the
26 Producing Party of Protected Material, regardless of whether the material was so
27 designated at the time of disclosure, shall not be deemed a waiver in whole or in
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1 part of the Producing Party's claim of confidentiality, either as to the specific
 2 information disclosed or as to any other information relating to the same or related
 3 subject matter.

4 Disclosure by the Receiving Party of inadvertently or unintentionally
 5 disclosed Protected Material prior to receipt of such notice shall not be deemed a
 6 violation of this Stipulation for a Protective Order. However, those persons to
 7 whom disclosure was made are to be advised by the Receiving Party that the
 8 information is Confidential and must be treated in accordance with this Stipulation
 9 for a Protective Order, and the Receiving Party must (1) make a good faith effort to
 10 retrieve and return all copies of such inadvertently disclosed information which
 11 have been disseminated to unauthorized persons, including any notes, summaries,
 12 compilations or other documents concerning same, and (2) immediately mark, in
 13 accordance with the designations made by the Producing Party, all copies of such
 14 inadvertently disclosed Confidential Material which are in the possession of
 15 authorized persons.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 18 designation of confidentiality at any time that is consistent with the Court's
 19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 21 resolution process under Local Rule 37.1, *et seq.*

22 6.3 Burden. The burden of persuasion in any such challenge proceeding
 23 shall be on the Designating Party. Frivolous challenges, and those made for an
 24 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
 25 other Parties or Non-Parties) may expose the Challenging Party to sanctions.
 26 Unless the Designating Party has waived or withdrawn the confidentiality
 27 designation, all Parties and Non-Parties bound by this Order shall continue to
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1 afford the Protected Material in question the level of protection to which it is
 2 entitled under the Producing Party's designation until the Court rules on the
 3 challenge. Any motion challenging a designation of confidentiality must comply
 4 with Local Rule 37-2, including the Joint Stipulation requirement.

5 Nothing in this Stipulation for a Protective Order constitutes a finding or
 6 admission that any of the information disclosed or contained in the designated
 7 items is or is not confidential, and nothing herein shall prevent any Party from
 8 contending, during the progress of this Litigation, that any or all of such
 9 information is not confidential. Any Party may request from the Producing Party
 10 a change in the designation of any item or information and/or permission to
 11 disclose such item or information to persons in addition to those specified herein.
 12 Such request shall be in writing, state the grounds, and be served on all counsel
 13 including counsel for the Producing Party. The requested change shall occur or
 14 the requested permission shall be granted, unless an objection for good cause is
 15 served on the Requesting Party within ten (10) business days after service of such
 16 request. In the event such objection is timely served, neither the requested change
 17 shall occur nor shall the requested permission be granted, until the objection is
 18 resolved by written agreement of the parties or Order of this Court. No Party to
 19 this Litigation shall be obligated to challenge the propriety of any designation, and
 20 a failure to do so shall not act as a waiver of its right to make a subsequent attack
 21 on the propriety of such designation, nor shall such failure to challenge constitute
 22 an admission that any information is, in fact, confidential. Any designation of
 23 information as Confidential Material shall govern hereunder unless and until such
 24 designation is modified by the Designating Party, the Court, or agreement of the
 25 Parties.

26 7. ACCESS TO AND USE OF PROTECTED MATERIAL

27 7.1 Basic Principles. A Receiving Party may use Protected Material that
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1 is disclosed or produced by another Party or by a Non-Party in connection with this
 2 Action only for prosecuting, defending, or attempting to settle this Action,
 3 including any appeals. Such Protected Material may be disclosed only to the
 4 categories of persons and under the conditions described in this Order. When the
 5 Action has been terminated, a Receiving Party must comply with the provisions of
 6 Section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a
 8 location and in a secure manner that ensures that access is limited to the persons
 9 authorized under this Order. All Protected Material shall be maintained and used
 10 by the Parties and any individuals listed under the categories of persons only in
 11 the strictest of confidence and not disclosed to any other person without the prior,
 12 written consent of the Designating Part or upon order by the Court

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 14 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 15 Receiving Party may disclose any information or item designated
 16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 18 well as employees of said Outside Counsel of Record to whom it is reasonably
 19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of
 21 the Receiving Party to whom disclosure is reasonably necessary for this Action,
 22 provided that each such person has agreed to be bound by the provisions of the
 23 Stipulated Protective Order by signing a copy of the “Acknowledgment and
 24 Agreement to Be Bound” (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to whom
 26 disclosure is reasonably necessary for this Action, and who have signed the
 27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (d) the Court and jury and the Court's personnel;

2 (e) court reporters and their staff and any videographer's retained to
3 record testimony taken in this action;

4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action, and who
6 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (g) the author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in
10 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
11 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
12 they will not be permitted to keep any Protected Material unless they sign the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the Court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone
17 except as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the Parties engaged in settlement discussions.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other
23 litigation that compels disclosure of any information or items designated in this
24 Action as "CONFIDENTIAL" that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or
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1 order to issue in the other litigation that some or all of the material covered by the
 2 subpoena or order is subject to this Stipulated Protective Order. Such notification
 3 shall include a copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served
 7 with the subpoena or court order shall not produce any information designated in
 8 this Action as “CONFIDENTIAL” before a determination by the court from which
 9 the subpoena or order issued, unless the Party has obtained the Designating Party’s
 10 permission. The Designating Party shall bear the burden and expense of seeking
 11 protection in that court of its Protected Material and nothing in these provisions
 12 should be construed as authorizing or encouraging a Receiving Party in this Action
 13 to disobey a lawful directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 15 PRODUCED IN THIS ACTION

16 (a) The terms of this Order are applicable to information produced by a
 17 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
 18 information produced by Non-Parties in connection with this Action is protected
 19 by the remedies and relief provided by this Order. Nothing in these provisions
 20 should be construed as prohibiting a Non-Party from seeking additional
 21 protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
 23 produce a Non-Party’s Protected Material in its possession, and the Party is
 24 subject to an agreement with the Non-Party not to produce the Non-Party’s
 25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-
 27 Party that some or all of the information requested is subject to a confidentiality
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1 agreement with a Non-Party;

2 (2) promptly provide the Non-Party with a copy of the Stipulated
3 Protective Order in this Action, the relevant discovery request(s), and a reasonably
4 specific description of the information requested; and

5 (3) make the information requested available for inspection by the
6 Non-Party, if requested.

7 (c) If the Non-Party fails to seek a protective order from this Court
8 within 14 days of receiving the notice and accompanying information, the
9 Receiving Party may produce the Non-Party's confidential information responsive
10 to the discovery request. If the Non-Party timely seeks a protective order, the
11 Receiving Party shall not produce any information in its possession or control that
12 is subject to the confidentiality agreement with the Non-Party before a
13 determination by the court. Absent a Court order to the contrary, the Non-Party
14 shall bear the burden and expense of seeking protection in this Court of its
15 confidential information.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has
18 disclosed Protected Material to any person or in any circumstance not authorized
19 under this Stipulated Protective Order, the Receiving Party must immediately (a)
20 notify in writing the Designating Party of the unauthorized disclosures, (b) bring
21 all pertinent facts relating to such disclosure to the attention of the Designating
22 Party, (c) without prejudice to the rights and remedies of the Designating Party,
23 use its best efforts to retrieve all unauthorized copies of the Protected Material, (d)
24 inform the person or persons to whom unauthorized disclosures were made of all
25 the terms of this Stipulated Protective Order, and (e) request such person or
26 persons to execute the "Acknowledgment and Agreement to Be Bound" that is
27 attached hereto as Exhibit A.
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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 2 PROTECTED MATERIAL

3 When a Producing Party gives notice to a Receiving Party that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Party are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure
 10 of a communication or information covered by the attorney-client privilege or
 11 work product protection, the Parties may incorporate their agreement in a
 12 stipulated protective order submitted to the Court.

13 If a Producing Party inadvertently produces documents or other tangible
 14 items that it considers privileged or attorney work-product, in whole or in part,
 15 such production shall in no way prejudice or otherwise constitute a waiver of, or
 16 estoppel as to, any claim of privilege, work product protection, or other ground for
 17 withholding such production to which the Producing Party would otherwise be
 18 entitled. Any inadvertently produced materials shall be returned promptly to the
 19 Producing Party upon request and all copies destroyed.

20 12. MISCELLANEOUS

21 12.1 Right to Further Relief. Nothing in this Stipulated Protective Order
 22 abridges the right of any person to seek its modification by the Court in the future.

23 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 24 Stipulated Protective Order, no Party waives any right it otherwise would have to
 25 object to disclosing or producing any information or item on any ground not
 26 addressed in this Stipulated Protective Order. Similarly, no Party waives any right
 27 to object on any ground to use in evidence of any of the Protected Material covered
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1 by this Stipulated Protective Order. Nothing contained in this Stipulated Protective
2 Order requires a party to produce any document or information which is privileged,
3 irrelevant, or not otherwise discoverable, and nothing in this Stipulated Protective
4 Order shall be construed as an admission of the relevance or admissibility of any of
5 the Discovery Material covered by this Stipulated Protective Order.

6 12.3 Filing Protected Material. A Party that seeks to file under seal any
7 Protected Material must comply with Civil Local Rule 79-5. Protected Material
8 may only be filed under seal pursuant to a Court order authorizing the sealing of
9 the specific Protected Material at issue. To the extent that good cause must be
10 shown in any request to file under seal, the party designating the document
11 information as Confidential shall provide evidence to the Court of that good
12 cause. . If a Party's request to file Protected Material under seal is denied by the
13 Court, then the Receiving Party may file the information in the public record
14 unless otherwise instructed by the Court.

15 12.4 The designation of any material in accordance with this Stipulated
16 Protective Order as Protected Material is intended solely to facilitate the
17 preparation and trial of this Litigation and any related appeals, and treatment of
18 such material by the parties in conformity with such designation will not be
19 construed in any way as an admission or agreement by any party that the
20 designated material constitutes or contains any trade secret or Protected Material.

21 12.5 Nothing in this Stipulated Protective Order shall be deemed a waiver
22 of any right that any party might otherwise have under the Federal Rules of Civil
23 Procedure or the Federal Rules of Evidence or the doctrines of attorney-client
24 privilege or attorney work-product. This Stipulated Protective Order shall be
25 without prejudice to any party to oppose production of any information or items
26 on any ground permitted by the Federal Rules.

27 12.6 Nothing in this Stipulated Protective Order shall be construed to
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1 relieve any Party from the obligation to timely respond to discovery requests, nor
2 shall this Stipulated Protective Order be construed as a waiver of the right to assert
3 any objection to a discovery request.

4 13. FINAL DISPOSITION

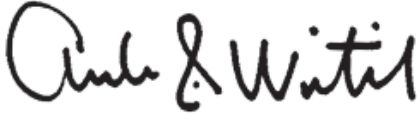
5 After the final disposition of this Action, as defined in section 4, within 60
6 days of a written request by the Designating Party, each Receiving Party must
7 return all Protected Material to the Producing Party or destroy such material. As
8 used in this subdivision, "all Protected Material" includes all copies, abstracts,
9 compilations, summaries, and any other format reproducing or capturing any of the
10 Protected Material. Whether the Protected Material is returned or destroyed, the
11 Receiving Party must submit a written certification to the Producing Party (and, if
12 not the same person or entity, to the Designating Party) by the 60 day deadline that
13 (1) identifies (by category, where appropriate) all the Protected Material that was
14 returned or destroyed and (2) affirms that the Receiving Party has not retained any
15 copies, abstracts, compilations, summaries or any other format reproducing or
16 capturing any of the Protected Material. Notwithstanding this provision, Counsel
17 are entitled to retain an archival copy of all pleadings, motion papers, trial,
18 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
19 and trial exhibits, Expert reports, attorney work-product, and consultant and Expert
20 work-product, even if such materials contain Protected Material. Any such archival
21 copies that contain or constitute Protected Material remain subject to this
22 Stipulated Protective Order as set forth in Section 4 (DURATION).

23 14. VIOLATION

24 Any violation of this Stipulated Protective Order may be punished by any
25 and all appropriate measures including, without limitation, contempt proceedings
26 and/or monetary sanctions.
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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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4 DATED: December 16, 2016
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8 Honorable Andrew J. Wistrich
9 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of Scottsdale Insurance Company v. Grant and Weber et al, Case No. 2:16-cv-00610 MWF –AJW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____